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**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA
PHOENIX DIVISION**

Nancy L. Johnson,

Plaintiff,

v.

Discover Financial Services, Inc., Barclays
Bank Delaware, Southwest Financial Of
Phoenix, Capital One Bank, Equifax
Information Services, LLC, Transunion LLC,
And Experian Information Solutions, Inc.

Defendants.

Case No.

COMPLAINT FOR DAMAGES

**1. VIOLATIONS OF THE FAIR CREDIT
REPORTING ACT, 15 U.S.C. §1681 *et seq.***

JURY TRIAL DEMANDED

NOW COMES Nancy L. Johnson (“Plaintiff”), by and through her undersigned attorney, complaining as to the conduct of Discover Financial Services, Inc. (“Discover”), Barclays Bank Delaware (“Barclays Bank”), Southwest Financial of Phoenix (“Southwest Financial”), Capital One Financial Corporation (“Capital One”), Equifax Information Services, LLC (“Equifax”), TransUnion LLC (“TransUnion”), and Experian Information Solutions, Inc. (“Experian”) (collectively, “Defendants”), as follows:

NATURE OF THE ACTION

1. Plaintiff brings this action seeking redress for Defendants’ violations of the Fair Credit Reporting Act (“FCRA”), pursuant to 15 U.S.C. §1681 *et seq.*

JURISDICTION AND VENUE

1 10. Equifax is regularly engaged in the business of assembling, evaluating, and disbursing
2 information concerning consumers for the purpose of furnishing consumer reports and credit files
3 to third parties bearing on a consumer's credit worthiness, credit standing, and credit capacity on a
4 nationwide basis, including in the State of California. Equifax's registered agent is located at 1550
5 Peachtree Street NW, Atlanta, Georgia.

6
7 11. TransUnion is regularly engaged in the business of assembling, evaluating, and disbursing
8 information concerning consumers for the purpose of furnishing consumer reports and credit files
9 to third parties bearing on a consumer's credit worthiness, credit standing, and credit capacity on a
10 nationwide basis, including in the State of California. TransUnion's registered agent is located at
11 251 Little Falls Drive, Wilmington, Delaware.

12
13 12. Experian is a consumer reporting agency that maintains credit information on
14 approximately 220+ million U.S. consumers and 40 million active U.S. businesses.¹ Experian is
15 regularly engaged in the business of assembling, evaluating, and disbursing information concerning
16 consumers for the purpose of furnishing consumer reports and credit files to third parties bearing
17 on a consumer's credit worthiness, credit standing, and credit capacity on a nationwide basis,
18 including in the State of California.

19
20 **FACTS SUPPORTING CAUSE OF ACTION**

21 13. Prior to events giving rise, on November 1, 2018, Plaintiff discovered that many documents
22 were missing from her possession. These items included her debit and credit cards, checks,
23 identification cards, and social security card.

24 14. Plaintiff runs a foster care home in Phoenix and believes that one of the girls had stolen this
25 information without her consent.
26
27

28 ¹ <https://www.experian.com/corporate/experian-corporate-factsheet.html>. (Last visited: 5/17/2021).

1 15. On November 28, 2018, Plaintiff reported the theft of her documents to the Phoenix Police
2 Department.

3 16. Following the reporting of her stolen items, Plaintiff noticed fraudulent and erroneous
4 information appearing on each of her consumer credit reports.

5 17. On or about June 1, 2020, Plaintiff contacted Prudential Consulting Solutions (“PCS”), a
6 credit repair company, to help her remove the fraudulent and erroneous information lingering on
7 her consumer credit reports.

8 18. On June 16, 2020, PCS sent Defendants, Equifax, TransUnion, and Experian dispute letters
9 on Plaintiff’s behalf. In the letter, Plaintiff identified several fraudulent accounts that were reporting
10 “closed,” and “charged-off.”

11 19. While complying with some of Plaintiff’s requests to remove fraudulent accounts,
12 Defendant continued to report numerous fraudulent accounts on Plaintiff’s file, despite being
13 identified as fraudulent in her dispute letters.

14 20. On July 30, 2020, Plaintiff again sent Defendants, Equifax, TransUnion, and Experian
15 dispute letters for several fraudulent and erroneous accounts Defendants failed to remove from her
16 credit files in the prior dispute letter.

17 21. Specifically, Plaintiff told Equifax, TransUnion, and Experian that she was a victim of
18 identity theft and that while they removed some accounts, numerous accounts remain on her credit
19 file that do not belong to her.

20 22. Moreover, Plaintiff explicitly listed: Unauthorized Discover, and Capital One accounts to
21 Equifax, TransUnion, and Experian; Unauthorized Barclays Bank accounts to TransUnion and
22 Experian; and Unauthorized Southwest Financial account to Experian.

23 23. Additionally, Plaintiff attached a Federal Trade Commission Identity Theft Report, along
24 with Phoenix Police Department Incident Report.

1 24. Upon information and belief, Discover, Barclays Bank, Southwest Financial and Capital
2 One received notice of Plaintiff's July 30, 2020, dispute letter within five days of Plaintiff initiating
3 the dispute with Equifax, TransUnion, and Experian. *See* 15 U.S. Code §1681i(a)(2).

4 25. Equifax failed to reasonably investigate Plaintiff's credit disputes. Specifically, Equifax
5 continued to report Discover, and Capital One on Plaintiff's credit file, after Plaintiff communicated
6 to Defendant that she was a victim of identity theft and is not responsible for the alleged accounts.
7 Although the trade lines were to be deleted, Equifax continued to report the fraudulent Discover,
8 and Capital One accounts.

9 26. Experian similarly failed to reasonably investigate Plaintiff's credit disputes. Specifically,
10 Experian continued to report Discover, Barclays Bank, Southwest Financial and Capital One on
11 Plaintiff's credit file, after Plaintiff communicated to Defendant that she was a victim of identity
12 theft and is not responsible for the alleged account. Although the trade line was to be deleted,
13 Experian continued to report the fraudulent Discover, Barclays Bank, Southwest Financial and
14 Capital One accounts.

15 27. TransUnion failed to reasonably investigate Plaintiff's credit disputes. Specifically,
16 TransUnion continued to report Discover, Barclays Bank and Capital One on Plaintiff's credit file,
17 after Plaintiff communicated to Defendant that she was a victim of identity theft and is not
18 responsible for the alleged accounts. Although the trade line should be deleted, TransUnion
19 continued to report the fraudulent Discover, Barclays Bank and Capital One accounts.

20 28. Defendants have been reporting derogatory and inaccurate information relating to Plaintiff
21 and Plaintiff's credit history to third parties. The inaccurate information consists of accounts and
22 trade lines that do not belong to Plaintiff, and which were a result of identity theft.

23 29. Much to Plaintiff's chagrin, Plaintiff found that all three credit reporting agencies were
24 continuing to inaccurately report the fraudulent alleged accounts that did not belong to her. To this
25

1 date, Defendants continue to inaccurately report the alleged accounts as derogatory, with a past due
2 amount, and a balance amount.

3 30. The reporting of the Discover, Barclays Bank, Southwest Financial and Capital One trade
4 lines is patently inaccurate and materially misleading because Plaintiff was a victim of identity theft
5 and the trade line pertaining to the alleged accounts did not belong to Plaintiff.

6
7 31. Despite having actual knowledge that Plaintiff had no connection to the alleged accounts
8 and that the alleged accounts stem from Plaintiff's identity being stolen, Defendants should have
9 removed the alleged accounts from Plaintiff's credit files.

10 32. Any reasonable investigation engaged in by Defendants would and should have revealed
11 the inaccuracy of the information on Plaintiff's consumer credit reports.

12 **IMPACT OF INACCURATE INFORMATION IN PLAINTIFF'S CREDIT FILE**

13
14 33. The erroneous reporting of the alleged accounts paints a false and damaging image of
15 Plaintiff. Specifically, the inaccurate reporting of the alleged accounts has had a significant adverse
16 impact on Plaintiff's credit rating and creditworthiness because it misleads creditors into believing
17 that Plaintiff cannot honor her financial obligations and is thus a high-risk consumer.

18 34. On August 17, 2021, to remedy the continued inaccurate and materially misleading
19 reporting of the fraudulent alleged debts and to validate the accuracy of Defendants' inaccurate
20 credit reporting, Plaintiff purchased a Credit Report and Score for \$19.59.

21
22 35. Moreover, Plaintiff was denied credit on numerous occasions due to the fraudulent reporting
23 of the alleged debts in each of Plaintiff's credit files. To date, Plaintiff has yet to receive any credit
24 due to Defendants' inaccurate and materially misleading reporting of the alleged debts.

25 36. The entire experience has imposed upon Plaintiff significant distrust, frustration, distress,
26 and has rendered Plaintiff helpless as to her ability to obtain financing and/or credit opportunities,
27 and to regain a firm foothold on her creditworthiness, credit standing, and credit capacity.
28

1 37. As a result of the conduct, actions, and inactions of the Defendants, Plaintiff has suffered
2 various types of damages as set forth herein, including specifically, expenses and time incurred
3 curing and remediating fraudulent account activity, time and expenses reasonably incurred to
4 prevent future fraudulent activity, credit monitoring, constant vigilance in detecting fraudulent
5 account activity, out-of-pocket expenses, the loss of credit, the loss of credit opportunities, loss of
6 the use of funds, injury to reputation and credit rating, the loss of ability to purchase and benefit
7 from a credit line, local or long distance telephone calls, postage, time and money expended
8 meeting with her attorneys, tracking the status of her disputes, obtaining police reports, monitoring
9 her credit files, mental and emotional pain and suffering, and other frustration and aggravation
10 associated with disputing the fraudulent alleged accounts that do not belong to Plaintiff.
11

12 38. Due to the conduct of Defendants, Plaintiff was forced to retain counsel to correct the
13 inaccuracies in her Equifax, TransUnion, and Experian credit files.
14

15 **COUNT I - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT**
16 (AGAINST DISCOVER)

17 39. Plaintiff restates and reallages paragraphs 1 through 38 as though fully set forth herein.

18 40. Plaintiff is a “consumer” as defined by 15 U.S.C. §§1681a(b) and (c).

19 41. Discover is a “person” as defined by 15 U.S.C. §1681a(b).

20 42. Discover is a “furnisher of information” as defined by 15 U.S.C. §1681s-2 and a “financial
21 institution” as defined by 15 U.S.C. §1681a(t).

22 43. At all times relevant, the above-mentioned credit reports were “consumer reports” as the
23 term is defined by §1681a(d)(1).

24 44. Discover violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with
25 respect to the disputed information after receiving requests for an investigation from Equifax,
26 TransUnion, Experian and Plaintiff.
27
28

1 45. Discover violated 15 U.S.C. §1681s-2(b)(1)(B) by failing to review all relevant information,
2 provided by Equifax, TransUnion, Experian, and Plaintiff pursuant to 15 U.S.C. §1681i(a)(2).

3 46. Had Discover reviewed the information provided by Equifax, TransUnion, Experian, and
4 Plaintiff, it would have corrected the inaccurate designation of the alleged account, and transmitted
5 the correct information to TransUnion, Equifax, and Experian. Instead, Discover wrongfully and
6 erroneously confirmed its inaccurate reporting without conducting a reasonable investigation.
7

8 47. Discover violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of the
9 investigation or reinvestigation of Plaintiff's dispute with Equifax, TransUnion, and Experian.

10 48. Discover violated 15 U.S.C. §1681s-2(b)(1)(C)-(D) by failing to report the results of its
11 investigation or reinvestigation to Equifax, TransUnion, and Experian after being put on notice and
12 discovering inaccurate and misleading reporting with respect to the alleged account.

13 49. Discover violated 15 U.S.C. §1681s-2(b)(1)(E) by failing delete inaccurate information in
14 Plaintiff's Equifax, TransUnion, and Experian credit files.
15

16 50. Discover failed to conduct a reasonable investigation of its reporting of the alleged account
17 by not deleting the inaccurate information from Plaintiff's Equifax, TransUnion, and Experian
18 credit files within 30 days of receiving notice of the disputes from Equifax, TransUnion, and
19 Experian under 15 U.S.C. §1681i(a)(1).
20

21 51. Despite the blatantly obvious errors in Plaintiff's Equifax, TransUnion and Experian credit
22 files, and Plaintiff's efforts to correct the errors, Discover did not correct the errors or trade line to
23 report accurately. Instead, Discover wrongfully furnished and re-reported the inaccurate and
24 misleading information after Plaintiff's dispute to one or more third parties.

25 52. A reasonable investigation by Discover would have confirmed the veracity of Plaintiff's
26 dispute, yet the inaccurate information remains in Plaintiff's Equifax, TransUnion, and Experian
27 credit files.
28

53. Had Discover taken steps to investigate Plaintiff's valid disputes or Equifax's, TransUnion's, and Experian's requests for investigation, it would have permanently corrected the erroneous and misleading credit reporting.

54. By deviating from the standards established by the credit card industry and the FCRA, Discover acted with reckless and willful disregard for its duty as a furnisher to report accurate and complete consumer credit information to Equifax, TransUnion, and Experian.

WHEREFORE, Plaintiff, NANCY L. JOHNSON, respectfully requests that this Honorable Court enter judgment in her favor as follows:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing Discover to immediately delete all of the inaccurate fraudulent information from Plaintiff's credit reports and credit files;
- c. Award Plaintiff actual damages, in an amount to be determined at trial, for each of the underlying FCRA violations;
- d. Award Plaintiff statutory damages of \$1,000.00 for each violation of the FCRA, pursuant to 15 U.S.C. §1681n;
- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. §1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

COUNT II- VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
(AGAINST CAPITAL ONE)

55. Plaintiff restates and reallages paragraphs 1 through 54 as though fully set forth herein.

56. Plaintiff is a "consumer" as defined by 15 U.S.C. §§1681a(b) and (c).

57. Capital One is a "person" as defined by 15 U.S.C. §1681a(b).

1 58. Capital One is a “furnisher of information” as defined by 15 U.S.C. §1681s-2 and a
2 “financial institution” as defined by 15 U.S.C. §1681a(t).

3 59. At all times relevant, the above-mentioned credit reports were “consumer reports” as the
4 term is defined by §1681a(d)(1).

5 60. Capital One violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation
6 with respect to the disputed information after receiving requests for an investigation from Equifax,
7 TransUnion, Experian and Plaintiff.

8 61. Capital One violated 15 U.S.C. §1681s-2(b)(1)(B) by failing to review all relevant
9 information, provided by Equifax, TransUnion, Experian, and Plaintiff pursuant to 15 U.S.C.
10 §1681i(a)(2).

11 62. Had Capital One reviewed the information provided by Equifax, TransUnion, Experian, and
12 Plaintiff, it would have corrected the inaccurate designation of the alleged account, and transmitted
13 the correct information to Equifax, TransUnion and Experian. Instead, Capital One wrongfully and
14 erroneously confirmed its inaccurate reporting without conducting a reasonable investigation.

15 63. Capital One violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of the
16 investigation or reinvestigation of Plaintiff’s dispute with Equifax, TransUnion, and Experian.

17 64. Capital One violated 15 U.S.C. §1681s-2(b)(1)(C)-(D) by failing to report the results of its
18 investigation or reinvestigation to Equifax, TransUnion, and Experian after being put on notice and
19 discovering inaccurate and misleading reporting with respect to the alleged accounts.

20 65. Capital One violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to delete the inaccurate
21 information in Plaintiff’s Equifax, TransUnion, and Experian credit files.

22 66. Capital One failed to conduct a reasonable investigation of its reporting of the alleged
23 accounts, record that the information was disputed, or delete the inaccurate information from
24

1 Plaintiff's Equifax, TransUnion, and Experian credit files within 30 days of receiving notice of the
2 dispute from Equifax, TransUnion, and Experian under 15 U.S.C. §1681i(a)(1).

3 67. Despite the blatantly obvious errors in Plaintiff's Equifax, TransUnion, and Experian credit
4 files, and Plaintiff's efforts to correct the errors, Capital One did not correct the errors or trade line
5 to report accurately. Instead, Capital One wrongfully furnished and re-reported the inaccurate and
6 misleading information after Plaintiff's dispute to one or more third parties.

7
8 68. A reasonable investigation by Capital One would have confirmed the veracity of Plaintiff's
9 dispute, yet the inaccurate information remains in Plaintiff's Equifax, TransUnion, and Experian
10 credit files.

11 69. Had Capital One taken steps to investigate Plaintiff's valid dispute or Equifax's,
12 TransUnion's and Experian's requests for investigation, it would have permanently corrected the
13 erroneous and misleading credit reporting by deleting the alleged accounts from the Plaintiff's
14 credit file.

15
16 70. By deviating from the standards established by the debt collection industry and the FCRA,
17 Capital One acted with reckless and willful disregard for its duty as a furnisher to report accurate
18 and complete consumer credit information to Equifax, TransUnion, and Experian.

19 **WHEREFORE**, Plaintiff, NANCY L. JOHNSON, respectfully requests that this Honorable
20 Court enter judgment in her favor as follows:

- 21
- 22 a. Declare that the practices complained of herein are unlawful and violate the aforementioned
23 statute;
 - 24 b. An order directing Capital One to immediately delete all of the inaccurate fraudulent
25 information from Plaintiff's credit reports and credit files;
 - 26 c. Award Plaintiff actual damages, in an amount to be determined at trial, for each of the
27 underlying FCRA violations;
 - 28 d. Award Plaintiff statutory damages of \$1,000.00 for each violation of the FCRA, pursuant
to 15 U.S.C. §1681n;

- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. §1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

COUNT III- VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
(AGAINST BARCLAYS BANK)

71. Plaintiff restates and reallages paragraphs 1 through 70 as though fully set forth herein.

72. Plaintiff is a "consumer" as defined by 15 U.S.C. §§1681a(b) and (c).

73. Barclays Bank is a "person" as defined by 15 U.S.C. §1681a(b).

74. Barclays Bank is a "furnisher of information" as defined by 15 U.S.C. §1681s-2 and a "financial institution" as defined by 15 U.S.C. §1681a(t).

75. At all times relevant, the above-mentioned credit reports were "consumer reports" as the term is defined by §1681a(d)(1).

76. Barclays Bank violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with respect to the disputed information after receiving requests for an investigation from Experian, TransUnion and Plaintiff.

77. Barclays Bank violated 15 U.S.C. §1681s-2(b)(1)(B) by failing to review all relevant information, provided by Experian, TransUnion and Plaintiff pursuant to 15 U.S.C. §1681i(a)(2).

78. Had Barclays Bank reviewed the information provided by Experian, TransUnion and Plaintiff, it would have corrected the inaccurate designation of the alleged accounts and transmitted the correct information to TransUnion and Experian. Instead, Barclays Bank wrongfully and erroneously confirmed its inaccurate reporting without conducting a reasonable investigation.

79. Barclays Bank violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of the investigation or reinvestigation of Plaintiff's dispute with Experian and TransUnion.

1 80. Barclays Bank violated 15 U.S.C. §1681s-2(b)(1)(C)-(D) by failing to report the results of
2 its investigation or reinvestigation to Experian and TransUnion after being put on notice and
3 discovering inaccurate and misleading reporting with respect to the alleged accounts.

4 81. Barclays Bank violated 15 U.S.C. §1681s-2(b)(1)(E) by failing to delete the inaccurate
5 information in Plaintiff's Experian and TransUnion credit files.
6

7 82. Barclays Bank failed to conduct a reasonable investigation of its reporting of the alleged
8 account, record that the information was disputed, and delete the inaccurate information from
9 Plaintiff's Experian and TransUnion credit files within 30 days of receiving notice of the disputes
10 from Experian and TransUnion under 15 U.S.C. §1681i(a)(1).

11 83. Despite the blatantly obvious errors in Plaintiff's Experian and TransUnion credit files, and
12 Plaintiff's efforts to correct the errors, Barclays Bank did not correct the errors or trade line to report
13 accurately. Instead, Barclays Bank wrongfully furnished and re-reported the inaccurate and
14 misleading information after Plaintiff's dispute to one or more third parties.
15

16 84. A reasonable investigation by Barclays Bank would have confirmed the veracity of
17 Plaintiff's dispute, yet the inaccurate information remains in Plaintiff's Experian and TransUnion
18 credit files.

19 85. Had Barclays Bank taken steps to investigate Plaintiff's valid disputes or Experian's, and
20 TransUnion's requests for investigation, it would have permanently deleted the erroneous and
21 misleading credit reporting.
22

23 86. By deviating from the standards established by the debt collection industry and the FCRA,
24 Barclays Bank acted with reckless and willful disregard for its duty as a furnisher to report accurate
25 and complete consumer credit information to Experian and TransUnion.

26 **WHEREFORE**, Plaintiff, NANCY L. JOHNSON, respectfully requests that this Honorable
27 Court enter judgment in her favor as follows:
28

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing Barclays Bank to immediately delete all of the inaccurate information from Plaintiff's credit reports and credit files;
- c. Award Plaintiff actual damages, in an amount to be determined at trial, for each of the underlying FCRA violations;
- d. Award Plaintiff statutory damages of \$1,000.00 for each violation of the FCRA, pursuant to 15 U.S.C. §1681n;
- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. §1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

COUNT IV- VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
(AGAINST SOUTHWEST FINANCIAL)

87. Plaintiff restates and reallages paragraphs 1 through 86 as though fully set forth herein.

88. Plaintiff is a "consumer" as defined by 15 U.S.C. §§1681a(b) and (c).

89. Southwest Financial is a "person" as defined by 15 U.S.C. §1681a(b).

90. Southwest Financial is a "furnisher of information" as defined by 15 U.S.C. §1681s-2 and a "financial institution" as defined by 15 U.S.C. §1681a(t).

91. At all times relevant, the above-mentioned credit reports were "consumer reports" as the term is defined by §1681a(d)(1).

92. Southwest Financial violated 15 U.S.C. §1681s-2(b)(1)(A) by failing to conduct an investigation with respect to the disputed information after receiving requests for an investigation from Experian and Plaintiff.

93. Southwest Financial violated 15 U.S.C. §1681s-2(b)(1)(B) by failing to review all relevant information, provided by Experian and Plaintiff pursuant to 15 U.S.C. §1681i(a)(2).

1 94. Had Southwest Financial reviewed the information provided by Experian and Plaintiff, it
2 would have corrected the inaccurate designation of the alleged account and transmitted the correct
3 information to Experian. Instead, Southwest Financial wrongfully and erroneously confirmed its
4 inaccurate reporting without conducting a reasonable investigation.

5 95. Southwest Financial violated 15 U.S.C. §1681s-2(b)(1)(C) by failing to report the results of
6 the investigation or reinvestigation of Plaintiff's dispute with Experian.
7

8 96. Discover violated 15 U.S.C. §1681s-2(b)(1)(C)-(D) by failing to report the results of its
9 investigation or reinvestigation to Experian after being put on notice and discovering inaccurate
10 and misleading reporting with respect to the alleged account.

11 97. Southwest Financial violated 15 U.S.C. §1681s-2(b)(1)(E) by failing delete inaccurate
12 information in Plaintiff's Experian credit files.
13

14 98. Southwest failed to conduct a reasonable investigation of its reporting of the alleged account
15 by not deleting the inaccurate information from Plaintiff's Experian credit files within 30 days of
16 receiving notice of the disputes from Experian under 15 U.S.C. §1681i(a)(1).

17 99. Despite the blatantly obvious errors in Plaintiff's Experian credit files, and Plaintiff's efforts
18 to correct the errors, Southwest did not correct the errors or trade line to report accurately. Instead,
19 Southwest wrongfully furnished and re-reported the inaccurate and misleading information after
20 Plaintiff's dispute to one or more third parties.
21

22 100. A reasonable investigation by Southwest would have confirmed the veracity of
23 Plaintiff's dispute, yet the inaccurate information remains in Plaintiff's Experian credit file.

24 101. Had Southwest taken steps to investigate Plaintiff's valid disputes or Experian's
25 requests for investigation, it would have permanently corrected the erroneous and misleading credit
26 reporting.
27
28

102. By deviating from the standards established by the credit card industry and the FCRA, Southwest acted with reckless and willful disregard for its duty as a furnisher to report accurate and complete consumer credit information to Experian.

WHEREFORE, Plaintiff, NANCY L. JOHNSON, respectfully requests that this Honorable Court enter judgment in her favor as follows:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing Southwest Financial to immediately delete all of the inaccurate information from Plaintiff's credit reports and credit files;
- c. Award Plaintiff actual damages, in an amount to be determined at trial, for each of the underlying FCRA violations;
- d. Award Plaintiff statutory damages of \$1,000.00 for each violation of the FCRA, pursuant to 15 U.S.C. §1681n;
- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. §1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

COUNT V - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
(AGAINST EQUIFAX)

103. Plaintiff restate and realleges paragraphs 1 through 102 as though fully set forth herein.

104. Equifax is a "consumer reporting agency" as defined by 15 U.S.C. §1681a(f).

105. Equifax is a "consumer reporting agency that compiles and maintains files on consumers on a nationwide basis" as defined by 15 U.S.C. §1681a(p).

106. At all times relevant, the above-mentioned credit reports were "consumer reports" as that term is defined by §1681a(d).

1 107. At all times relevant, Plaintiff is a “consumer” as the term is defined by 15 U.S.C.
2 §1681a(c).

3 108. The FCRA mandates that “[w]henver a consumer reporting agency prepares a
4 consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the
5 information concerning the individual about whom the report relates.” 15 U.S.C. § 1681e(b).

6 109. The FCRA requires that the credit reporting industry to implement procedures and
7 systems to promote accurate credit reporting.

8 110. If a consumer notifies a credit reporting agency of a dispute concerning the accuracy
9 of any item of credit information, the FCRA requires the credit reporting agency to reinvestigate
10 free of charge and record the current status of the disputed information or delete the item within 30
11 days of receiving the dispute. 15 U.S.C. §1681i(a)(1)(A).

12 111. Plaintiff provided Equifax with all relevant information in her request for
13 investigation to reflect that she had no obligation on the alleged accounts and that the alleged
14 accounts should be deleted from her consumer credit report.

15 112. Equifax prepared Plaintiff’s credit reports containing inaccurate and materially
16 misleading information by inaccurately reporting the alleged accounts, when it should have been
17 removed from her consumer credit report.

18 113. Equifax violated 15 U.S.C. §1681e(b) by failing to establish or to follow reasonable
19 procedures to assure maximum possible accuracy in preparation of the consumer reports it
20 furnished and refurnished regarding Plaintiff. Upon information and belief, Equifax prepared
21 patently false and materially misleading consumer reports concerning Plaintiff and re-issued these
22 reports to third parties.

1 114. Equifax violated 15 U.S.C. §1681i(a)(1) by failing to conduct a reasonable
2 investigation to determine whether the disputed information was accurate and to subsequently
3 delete the information in Plaintiff's credit files.

4 115. Equifax violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of
5 Plaintiff's dispute to Discover, and Capital One. Upon information and belief, Equifax also failed
6 to include all relevant information as part of the notice to Discover, and Capital One regarding
7 Plaintiff's dispute that Equifax received from Plaintiff.

8 116. Equifax violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all
9 relevant information that it received from Plaintiff with regard to the alleged accounts.
10

11 117. Equifax violated 15 U.S.C. §1681i(a)(5) by failing to delete the inaccurate
12 information that was the subject of Plaintiff's disputes.
13

14 118. Equifax violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed information
15 without certification from Discover, and Capital One that the information was complete and
16 accurate, and without sending notice of the re-reporting to Plaintiff.

17 119. Equifax knew that the inaccurate reporting of the alleged accounts in Plaintiff's
18 credit files would have a significant adverse impact on Plaintiff's credit worthiness and her ability
19 to receive financing and/or credit opportunities.
20

21 120. The FCRA requires that the credit reporting industry implement procedures and
22 systems to promote accurate credit reporting.

23 121. Despite actual knowledge that Plaintiff's credit files contained erroneous
24 information, Equifax readily sold and disseminated Plaintiff's inaccurate and misleading reports to
25 one or more third parties, thereby misrepresenting material facts about Plaintiff and, ultimately,
26 Plaintiff's creditworthiness.
27
28

122. By deviating from the standards established by the credit reporting industry and the FCRA, Equifax acted with a reckless disregard for its duties to report accurate and complete consumer credit information.

123. It is Equifax's regular business practice to continually report disputed information without taking the required investigatory steps to meaningfully verify such information as accurate.

124. Equifax's perpetual non-compliance with the requirements of the FCRA is indicative of the reckless, willful, and wanton nature of its conduct in maintaining Plaintiff's credit files and reporting her credit information accurately.

125. Equifax acted reprehensively and carelessly by reporting and re-reporting the alleged accounts after Plaintiff put Equifax on notice that the alleged accounts was to be deleted.

126. Equifax has exhibited a pattern of refusing to correct errors in consumer credit files despite being on notice of patently false and materially misleading information contained in such files, ultimately valuing its own bottom line above its grave responsibility to report accurate data on consumers.

127. As stated above, Plaintiff was severely harmed by Equifax's conduct.

WHEREFORE, Plaintiff, NANCY L. JOHNSON, respectfully requests that this Honorable Court enter judgment in her favor as follows:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing that Equifax immediately delete all of the inaccurate information from Plaintiff's credit reports and credit files;
- c. Award Plaintiff actual damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- d. Award Plaintiff statutory damages of \$1,000.00 for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n;

- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n;
- f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. § 1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

COUNT VI- VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
(AGAINST TRANSUNION)

128. Plaintiff restates and realleges paragraphs 1 through 127 as though fully set forth herein.

129. TransUnion is a "consumer reporting agency" as defined by 15 U.S.C. §1681a(f).

130. TransUnion is a "consumer reporting agency that compiles and maintains files on consumers on a nationwide basis" as defined by 15 U.S.C. §1681a(p).

131. At all times relevant, the above-referenced credit reports were "consumer reports" as that term is defined by §1681a(d).

132. At all times relevant, Plaintiff is a "consumer" as the term is defined by 15 U.S.C. §1681a(c).

133. The FCRA mandates that "[w]henver a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates." 15 U.S.C. § 1681e(b).

134. The FCRA requires that the credit reporting industry to implement procedures and systems to promote accurate credit reporting.

135. If a consumer notifies a credit reporting agency of a dispute concerning the accuracy of any item of credit information, the FCRA requires the credit reporting agency to reinvestigate free of charge and record the current status of the disputed information or delete the item within 30 days of receiving the dispute. 15 U.S.C. §1681i(a)(1)(A).

1 136. Plaintiff provided TransUnion with all relevant information in her request for
2 investigation to reflect that she had no obligation on the alleged accounts and that the alleged
3 accounts should be deleted from her consumer credit report.

4 137. TransUnion prepared Plaintiff's credit reports containing inaccurate and materially
5 misleading information by reporting the alleged accounts, when it should have been removed from
6 her consumer credit report.

7 138. TransUnion violated 15 U.S.C. §1681e(b) by failing to establish or to follow
8 reasonable procedures to assure maximum possible accuracy in preparation of the consumer reports
9 it furnished and refurnished regarding Plaintiff. Upon information and belief, TransUnion prepared
10 patently false and materially misleading consumer reports concerning Plaintiff.

11 139. TransUnion violated 15 U.S.C. §1681i(a)(1) by failing to conduct a reasonable
12 investigation to determine whether the disputed information was accurate and to subsequently
13 delete or correct the information in Plaintiff's credit files.

14 140. TransUnion violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of
15 Plaintiff's dispute to Discover, Capital One and Barclays Bank. Upon information and belief,
16 TransUnion also failed to include all relevant information as part of the notice to Discover, Capital
17 One and Barclays Bank regarding Plaintiff's dispute that TransUnion received from Plaintiff.

18 141. TransUnion violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all
19 relevant information that it received from Plaintiff with regard to the alleged accounts.

20 142. TransUnion violated 15 U.S.C. §1681i(a)(5) by failing to delete or modify the
21 inaccurate information that was the subject of Plaintiff's dispute.

22 143. TransUnion violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed information
23 without certification from Discover, Capital One and Barclays Bank that the information was
24 complete and accurate, and without sending notice of the re-reporting to Plaintiff.

1 144. TransUnion knew that the inaccurate reporting of the alleged accounts would have
2 a significant adverse impact on Plaintiff's credit worthiness and her ability to receive financing
3 and/or credit opportunities.

4 145. The FCRA requires that the credit reporting industry implement procedures and
5 systems to promote accurate credit reporting.

6 146. Despite actual knowledge that Plaintiff's credit files contained erroneous
7 information, TransUnion readily sold and disseminated Plaintiff's inaccurate and misleading
8 reports to one or more third parties, thereby misrepresenting material facts about Plaintiff and,
9 ultimately, Plaintiff's creditworthiness.

10 147. By deviating from the standards established by the credit reporting industry and the
11 FCRA, TransUnion acted with a reckless disregard for its duties to report accurate and complete
12 consumer credit information.

13 148. It is TransUnion's regular business practice to continually report disputed
14 information without taking the required investigatory steps to meaningfully verify such information
15 as accurate.

16 149. TransUnion's perpetual non-compliance with the requirements of the FCRA is
17 indicative of the reckless, willful, and wanton nature of its conduct in maintaining Plaintiff's credit
18 files and reporting her credit information accurately.

19 150. TransUnion acted reprehensively and carelessly by reporting and re-reporting the
20 subject account after Plaintiff put TransUnion on notice that the alleged accounts did not belong to
21 her.

22 151. TransUnion has exhibited a pattern of refusing to correct errors in consumer credit
23 files despite being on notice of patently false and materially misleading information contained in
24

such files, ultimately valuing its own bottom line above its grave responsibility to report accurate data on consumers.

152. As stated above, Plaintiff was severely harmed by TransUnion's conduct.

WHEREFORE, Plaintiff, NANCY L. JOHNSON, respectfully requests that this Honorable Court enter judgment in her favor as follows:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing that TransUnion immediately delete all of the inaccurate information from Plaintiff's credit reports and credit files;
- c. Award Plaintiff actual damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- d. Award Plaintiff statutory damages of \$1,000.00 for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n;
- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n;
- f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. § 1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

COUNT VI - VIOLATIONS OF THE FAIR CREDIT REPORTING ACT
(AGAINST EXPERIAN)

153. Plaintiff restate and realleges paragraphs 1 through 152 as though fully set forth herein.

154. Experian is a "consumer reporting agency" as defined by 15 U.S.C. §1681a(f).

155. Experian is a "consumer reporting agency that compiles and maintains files on consumers on a nationwide basis" as defined by 15 U.S.C. §1681a(p).

156. At all times relevant, the above-mentioned credit reports were "consumer reports" as that term is defined by §1681a(d).

1 157. At all times relevant, Plaintiff is a “consumer” as the term is defined by 15 U.S.C.
2 §1681a(c).

3 158. The FCRA mandates that “[w]henver a consumer reporting agency prepares a
4 consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the
5 information concerning the individual about whom the report relates.” 15 U.S.C. § 1681e(b).

6 159. The FCRA requires that the credit reporting industry to implement procedures and
7 systems to promote accurate credit reporting.

8 160. If a consumer notifies a credit reporting agency of a dispute concerning the accuracy
9 of any item of credit information, the FCRA requires the credit reporting agency to reinvestigate
10 free of charge and record the current status of the disputed information or delete the item within 30
11 days of receiving the dispute. 15 U.S.C. §1681i(a)(1)(A).

12 161. Plaintiff provided Experian with all relevant information in her request for
13 investigation to reflect that she had no obligation on the subject account and that the subject account
14 should be deleted, as she was a victim of identity theft.

15 162. Experian prepared Plaintiff’s credit reports containing inaccurate and materially
16 misleading information by reporting the alleged account, when Plaintiff never opened the alleged
17 accounts and was a victim of identity theft.

18 163. Experian violated 15 U.S.C. §1681e(b) by failing to establish or to follow reasonable
19 procedures to assure maximum possible accuracy in preparation of the consumer reports it
20 furnished and refurnished regarding Plaintiff. Upon information and belief, Experian prepared
21 patently false and materially misleading consumer reports concerning Plaintiff.

22 164. Experian violated 15 U.S.C. §1681i(a)(1) by failing to conduct a reasonable
23 investigation to determine whether the disputed information was accurate and to subsequently
24 delete the information in Plaintiff’s credit files.

1 165. Experian violated 15 U.S.C. §1681i(a)(2) by failing to provide notification of
2 Plaintiff's dispute to Discover, Barclays Bank, Southwest Financial, and Capital One. Upon
3 information and belief, Experian also failed to include all relevant information as part of the notice
4 to Discover, Barclays Bank, Southwest Financial, and Capital One regarding Plaintiff's dispute that
5 Experian received from Plaintiff.
6

7 166. Experian violated 15 U.S.C. §1681i(a)(4) by failing to review and consider all
8 relevant information that it received from Plaintiff with regard to the alleged account.

9 167. Experian violated 15 U.S.C. §1681i(a)(5) by failing to delete inaccurate information
10 that was the subject of Plaintiff's disputes.

11 168. Experian violated 15 U.S.C. §1681i(a)(5)(B) by reporting disputed information
12 without certification from Discover, Barclays bank, Southwest Financial, and Capital One that the
13 information was complete and accurate, and without sending notice of the re-reporting to Plaintiff.
14

15 169. Experian knew that the inaccurate reporting of the alleged account would have a
16 significant adverse impact on Plaintiff's credit worthiness and her ability to receive financing
17 and/or credit opportunities.

18 170. The FCRA requires that the credit reporting industry implement procedures and
19 systems to promote accurate credit reporting.

20 171. Despite actual knowledge that Plaintiff's credit files contained erroneous
21 information, Experian readily sold and disseminated Plaintiff's inaccurate and misleading reports
22 to one or more third parties, thereby misrepresenting material facts about Plaintiff and, ultimately,
23 Plaintiff's creditworthiness.
24

25 172. By deviating from the standards established by the credit reporting industry and the
26 FCRA, Experian acted with a reckless disregard for its duties to report accurate and complete
27 consumer credit information.
28

173. It is Experian's regular business practice to continually report disputed information without taking the required investigatory steps to meaningfully verify such information as accurate.

174. Experian's perpetual non-compliance with the requirements of the FCRA is indicative of the reckless, willful, and wanton nature of its conduct in maintaining Plaintiff's credit files and reporting her credit information inaccurately.

175. Experian acted reprehensively and carelessly by reporting and re-reporting the alleged account after Plaintiff put Experian on notice that the subject account was to be deleted.

176. Experian has exhibited a pattern of refusing to correct errors in consumer credit files despite being on notice of patently false and materially misleading information contained in such files, ultimately valuing its own bottom line above its grave responsibility to report accurate data on consumers.

177. As stated above, Plaintiff was severely harmed by Experian's conduct.

WHEREFORE, Plaintiff, NANCY L. JOHNSON, respectfully requests that this Honorable Court enter judgment in her favor as follows:

- a. Declare that the practices complained of herein are unlawful and violate the aforementioned statute;
- b. An order directing that Experian immediately delete all of the inaccurate information from Plaintiff's credit reports and credit files;
- c. Award Plaintiff actual damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n and 15 U.S.C. §1681o;
- d. Award Plaintiff statutory damages of \$1,000.00 for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n;
- e. Award Plaintiff punitive damages, in an amount to be determined at trial, for the underlying FCRA violations, pursuant to 15 U.S.C. §1681n;
- f. Award Plaintiff costs and reasonable attorney's fees as provided under 15 U.S.C. § 1681n and 15 U.S.C. §1681o; and
- g. Award any other relief as this Honorable Court deems just and appropriate.

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2
3 **Plaintiff demands trial by jury.**

4 Date: September 30, 2021

Respectfully submitted,

5 By: /s/ Marwan R. Daher

6 Marwan R. Daher, Esq.

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